



CONTRACT NO. 15-0611

Sale of #2 Insulated Copper Wire

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the quotation of CMC Recycling (hereinafter "Contractor") for the purchase and removal of #2 insulated copper wire on an as-needed basis to the County pursuant to County RFQ number Q2015-00023 (hereinafter "Bid") and the Contractor's response thereto with all County Bid provisions governing.

A copy of the Contractor's signed quote is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: None

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from November 3, 2014 through September 30, 2015, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.


LAKE COUNTY, FLORIDA

By: [Signature]
Senior Contracting Officer

Date: 11-4-2014

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

CME

 <p>LAKE COUNTY FLORIDA</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>Commodity Code(s): 991-390, 991-391, 991-705</p> <p><input checked="" type="checkbox"/> Open Market <input type="checkbox"/> Existing Contract</p> <p><input checked="" type="checkbox"/> Original <input type="checkbox"/> Modified</p>	<p>RFQ No: Q2015-00023</p> <p>Due Date: 10/30/2014 at 3 p.m.</p> <p>Send Response To</p> <p>Name: Johnny Taylor</p> <p>Address: 13130 County Landfill Road Tavares, FL 32778</p> <p>Phone: 352.253.1684</p> <p>Fax:</p> <p>Email: jtaylor@lakecountyfl.gov</p>
	<p>THIS IS A PRICE INQUIRY. THIS IS NOT AN ORDER. Terms and conditions governing this quotation are attached hereto. Insurance requirements, if applicable, are also attached hereto as part of this document. As this price request constitutes an inquiry, and not an order, it implies no obligation to purchase on the part of Lake County.</p>

Sale Of #2 Insulated Copper Wire

All prices submitted are to be on the form below in accordance with all terms and conditions set forth in this Request for Quotation. Prices quoted should be in unit of measure shown. Any award resulting from this RFQ will be made to the responsive, responsible vendor which offers the lowest price on an **aggregate** basis. If award is noted to be made on an aggregate basis, any vendor response that fails to include pricing for all items may be rejected.

Quotations must be received by 3 p.m. on the due date and at the response location listed above.

Prices shall be quoted F.O.B. Destination – inside delivery, freight included and shall be inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the price quoted.

Work must be completed **no later than 11/14/2014** after issuance of purchase order or notice to proceed.

For questions regarding the commodities/services listed in this quote or for information regarding quotation procedures, terms and conditions, contact the County Point of Contact designated above.

Description	Details	Quantity	Unit of Measure	Unit Price	Extended Price
Purchase and removal of #2 Insulated Copper Wire	Vendor is responsible for purchasing Lake County #2 insulated Copper Wire and FOB.	4200	Pounds	\$ 0.80 per lb	\$ _____
Total Price: _____					

Method of payment:

The County will E-mail invoice to vendor's designee. Vendor must supply contact names, phone numbers and e-mail addresses. Vendor will have thirty (30) calendar days to pay invoice from date of invoice. Invoices shall include all necessary information needed by vendor and county in order to appropriately process. Checks shall be made out to: Lake County Board of County Commissioners or Lake County BCC and mailed to: Solid Waste Division, Attn: Skip McCall, P. O. Box 7800, Tavares, FL. 32778

Put the following in Memo section of check: 4568600-341310

Ship To:

13130 County Landfill Road
Tavares, FL 32778
Johnny Taylor
352.253.1684

Bill To:

Solid Waste
P. O. Box 7800
Tavares, FL 32778
Johnny Taylor
352.343.3776

Certain insurance requirements apply to any purchase in response to this RFQ: Yes

If "yes" is specified above, the specific requirements are described within this RFQ. The vendor selected for award must provide a Certificate of Insurance that clearly complies with the stated Insurance requirements prior to issuance of any purchase order. Failure to do so within the requested timeframe (five (5) working days under otherwise noted) may be cause for rejection of that vendor's response.

I acknowledge and agree to abide by all conditions contained in this quotation as well as any special instruction sheet(s) if applicable. Payment terms 30 Days from receipt of materials and/or services and receipt of a proper invoice; delivery FOB Destination - Inside Delivery.

Company Name CMC RECYCLING Signature A.C. Martin

Address 3000 GAMSON ROAD Name/Title ANDY MARTIN - SENIOR BUYER
APOPKA FL 32703

Phone 1(407) 293 6584 Fax 1(407) 295 4908

Email andrew.martin@cmc.com FEIN No 75 - 0725338 Date: 10/30/2014

Prompt payment discount: N/A % If paid within N/A days.

Reciprocal Vendor Preference

Insurance Requirements

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: (This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.)

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability Insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$500,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) Insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	0.00
Garage Keepers Liability at coverage value:	0.00

REQUEST FOR QUOTATION TERMS AND CONDITIONS

1.1 DEFINITIONS

Contract: An agreement between all parties to perform the services described in this RFQ.

Contractor or Vendor: The company or individual responding to the RFQ, or to which award is made.

County: Unless otherwise stated, refers to Lake County, Florida.

Modification: Any written change to a contract agreed to by the vendor and the County.

Request for Quotation (RFQ): An informal solicitation used to secure competitive pricing.

Responsible: Refers to a vendor considered capable of successfully performing the required work.

Responsive: Refers to a vendor which has taken no substantial exception to any part of the RFQ.

The words "shall", "must", or "will" are equivalent and indicate a mandatory requirement or condition, generally not waived by the County. The words "should" or "may" are considered equivalent and indicate desirable conditions, or requirements that are permissive in nature.

1.2 INSTRUCTIONS TO VENDORS

A. Vendor Qualification

The County supports full and open competition among all available qualified vendors. All vendors that perform the work specified in the RFQ are encouraged to submit quotations. Vendors are encouraged to register with the County to receive notices of goods and services to be purchased by the County. Award may require vendors to comply with certain administrative requirements upon request.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any inquiries regarding this RFQ are to be made in writing to the County representative identified on this RFQ.

Vendors are urged to address all such issues as far ahead of the due date as possible.

D. Payment Terms

Payment for purchases by the County will be made pursuant to Florida Prompt Payment Act. Vendors are encouraged to offer discounts for payments processed quicker than what is required by the Act.

1.3 PREPARATION OF QUOTATION RESPONSES

Complete the pricing entries included in the RFQ, and return the entire RFQ document to the person, at the place, and in the time frame stated in the RFQ. Please double check your pricing for accuracy. All responses must be legible. An authorized agent of the vendor must sign the response. If there is a discrepancy between unit prices and extended prices, the unit prices will be used for evaluation.

1.4 CANCELLATION OF SOLICITATION

The County may cancel any part or all of this RFQ when such action serves the County's best interests.

1.5 AWARD

Unless an alternate action clearly serves the best interests of the County, award will be made to the lowest priced responsive and responsible vendor. The County reserves the right to reject any and all responses, to waive minor irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. When there are multiple line items in the RFQ, the County reserves the right to award on an individual item basis, on any combination of items, or on total low price. The County reserves the right to negotiate prices with the lowest priced vendor, provided that the scope of work is not amended. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the vendor's site to determine the capability of the vendor to perform the required work. A vendor's performance under previous County contracts shall be taken into account in evaluating vendor responsibility. Any ties will be resolved per the County's established procedure.

1.6 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the expressed or implied standard warranty period.

1.7 ESTIMATED QUANTITIES

The County may use "estimated" within the RFQ is for general information and evaluation only. The County makes no guarantee as to actual quantities to be ordered. The County will not be liable for payments beyond the amount due for quantities of goods or services actually ordered.

1.22 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services. All subcontractors may be subject to advance review by the County in regards to competency and security concerns. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all sub-contractors.

1.23 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County.

1.24 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

1.25 RISK OF LOSS

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

1.26 TERMINATION

The County reserves the right to terminate any contract resulting from this action for either convenience as may represent the best interests of the County, or for default in the event of a lack of successful performance by the awarded vendor. Any such action shall be processed in accordance with all current relevant procedures stated in the County's procurement manual.